

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2013 - 50**

**RESOLUTION OF THE CITY COUNCIL APPROVING THE PLANS AND  
SPECIFICATIONS AND AWARDING A CONTRACT TO LISTER CONSTRUCTION,  
INC. FOR THE PARCEL 6/NELSON ROAD CORNER EARTH MOVING PROJECT**

**WHEREAS**, the bid opening for the Parcel 6/Nelson Road Corner Earth Moving Project took place on March 26, 2013; and

**WHEREAS**, the apparent low bidder was Lister Construction, Inc. in the amount of \$148,420.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:**

Section 1. The plans and specifications for the Parcel 6/Nelson Road Corner Earth Moving Project are hereby approved.

Section 2. The Public Works Director is directed to enter into a contract with Lister Construction, Inc. for the Parcel 6/Nelson Road Corner Earth Moving Project in the amount of \$148,420.

Section 3. The City Manager is hereby authorized to implement the above-mentioned contract.

**PASSED AND ADOPTED** this 2nd day of April 2013, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

Kerry T. Pua  
MAYOR

**ATTEST:**

Shereida Archer, Deputy  
CITY CLERK  
pw

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

PROPOSAL

**PARCEL 6/NELSON ROAD CORNER EARTH  
MOVING PROJECT**

Contractor: LISTER CONSTRUCTION INC

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within **SEVEN (7) working days** of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of Twenty-eight (**28**) working days from the date of Start of Contract Time.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

I Acknow Dwn 3/26/13

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**PARCEL 6/NELSON ROAD CORNER EARTH  
MOVING PROJECT**

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	5000 -	5000 -
2	TRAFFIC CONTROL	LS	1	2000 -	2000 -
3	EROSION CONTROL and SWPPP	LS	1	4000 -	4000 -
4	IMPLEMENT MITIGATED NEGATIVE DECLARATION E.R. 2010-9	LS	1	3000 -	3000 -
5	RESIDENT NOTIFICATION AND COMPLAINT RESOLUTION	LS	1	3000 -	3000 -
6	EARTH REMOVED FROM PARCEL 6	CY	75,000	1.44	108,000 -
7	GRADE PARCEL 6 PAD TO ROUGH FINAL ELEVATION	SF	96,000	.12	11,520 -
8	COMPACT, KEY-IN, AND GRADE OPEN SPACE	LS	1	1520 -	1,520 -
9	CONSTRUCT DRAINAGE CHANNEL	LF	865	12 -	10,380 -

Total = \$ 148,420

**Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.**

**PARCEL 6/NELSON ROAD CORNER EARTH  
MOVING PROJECT**

**DESIGNATION OF SUBCONTRACTORS**

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. The bidder shall note that he/she shall perform with his own organization at least 50% of the work with the remainder of the work performed by sub-contractors.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
1) PEI P.O.Box 6556 Vacaville, CA		SPRAYING	3.3%
2) Freedom HyProSeal 518 Baywood Ct. Vacaville, CA	740810		3.4%
3) Extractors Inc 336 Main Eagle Ct. Vacaville, CA	9446039	LOAD TRUCKS	14%
4) Stump Truckin 412 Crooksider Rd Winters, CA		TRUCKING	20%

Note: Attach additional sheets if required

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID

WALTER C. LISTER, being first duly sworn, deposes and says that he or she is CEO of LISTER CONSTRUCTION INC \_\_\_\_\_ the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

3-13-13  
(Date) wc

Walter Lister  
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

# California All-Purpose Acknowledgment

2008 Code Section 1189 Compliant

State of California

County of Solano

On 3/13/2013 before me, Linda Covey, Notary Public

(here insert name and title of the officer)

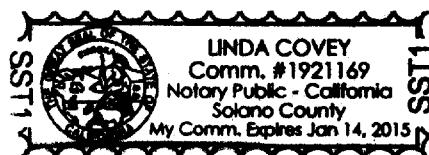
personally appeared Walter C. Wister

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Linda



(Seal)

## OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s).

### DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Noncollusion Affidavit

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) if Different Than Above:

Other Information: Parcel 6) Nelson Road corner Earth Moving Project

### CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s): \_\_\_\_\_

Individual  
 Corporate Officer

(Title(s))

Partner  
 Attorney-in-Fact  
 Trustee  
 Guardian/Conservator  
 Other: \_\_\_\_\_

### SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies): \_\_\_\_\_

LISTER CONSTRUCTION INC

Name of Firm

896 ALDRIDGE STC B <sup>AP</sup> MACAVILLE CA  
Business Address 95288

707 451 2813

Phone Number

Walter C. Lister

Signature of Responsible Official

Contractor's License:

a. Class: A & B

b. Number: 630673

c. Expiration Date: 10/31/13

FEI Number: 77-0279896

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

LISTER CONSTRUCTION INC

WALTER C. LISTER CEO

WALTER J. LISTER CFO/SECRETARY

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

PARCEL 6/NELSON ROAD CORNER EARTH MOVING PROJECT

Addendum No. 1

March 21, 2013

This constitutes Addendum No. 1 to the Contract Documents for the Parcel 6/Nelson Road Corner Earth Moving Project. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

**ADDITIONAL ITEMS**

- 1) Storm Water Pollution Prevention Plan (SWPPP) for Parcel 6/Nelson Road Corner Earth Moving Project are available on the City website, which can be accessed by following the following link:  
[http://www.fairfield.ca.gov/gov/depts/pw/ccp/current\\_capital\\_projects.asp](http://www.fairfield.ca.gov/gov/depts/pw/ccp/current_capital_projects.asp)

**PROJECT SPECIFICATIONS**

**Notice To Contractor (white section):**

- 2) Replace Item #5 as follows:  
“For Information concerning the proposed work, contact:  
Sharon Chan, Assistant Engineer  
City of Fairfield, Public Works Department  
1000 Webster Street, 3<sup>rd</sup> Floor  
Fairfield, CA 94533  
707.428.7484”

**Instructions to Bidders (white section):**

- 3) Replace Item #5 Contract Bonds as follows:  
“The Contractor shall furnish two good and sufficient bonds in compliance with applicable federal and state laws. One of the bonds in the amount of one hundred percent (100%) of the contract price **or \$100,000, whichever is greater**, shall guarantee the faithful performance of the contract by the Contractor; and, in addition, by its terms, the faithful performance bond shall remain in full force and effect for a period of one (1) year from and after the completion and acceptance of said work to guarantee the repair and/or replacement of faulty workmanship and defective material. The other bond shall be a payment (labor and material) bond in the amount of one hundred percent (100%) of the contract price **or \$100,000, whichever is greater**. Each respective bond shall be in the form set forth in the Articles of Agreement Section.”

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material men, become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

The City Engineer before execution of the contract by City may require that Contractor submit the documents enumerated in Code of Civil Procedure section 995.660 to verify the sufficiency of the surety or sureties on the contract bonds."

Special Provisions

- 4) The last paragraph of Section 107.0 Insurance Requirement shall be deleted.  
~~"The Contractor shall also obtain Railroad Insurance as required by the railroad crossing agreement. Refer to "Exhibit C" of the attached "Pipeline Crossing Agreement".~~

List of City of Fairfield Requirements for Hauling/removing Dirt From Parcel 6

- 5) Clarification on After Conditions C:  
All disturbed areas shall be hydro-seeded and watered until the seeds take. This shall be in addition to maintenance period.

**QUESTIONS FROM MANDATORY PRE-BID MEETING AND RESPONSES**

- 1) Q: Construction and Demolition waste requirements apply?  
A: Authorized hauler not required. Recycling reporting required. Dirt needs to be recycled and reported at end of project.
- 2) Q: What is the compaction requirement at open space?  
A: 92%. City will perform compaction testing.
- 3) Q: Contractor to handle all complaints?  
A: Yes, including rodents, pests, ants, etc. This work is included in the various bid items and additional compensation is not allowed.
- 4) Q: Who surveys afterwards?  
A: Contractor to survey and provide topographic plan sheet of Parcel 6 with 25 ft contours prior to final payment. A similar survey and plan sheet is also required if dirt is moved to the open space. This work is included in the various bid items and additional compensation is not allowed.

5) Q: Please upload grading plans?  
A: The grading plan for Parcel 6 is included in the plans and specs for the project. A grading plan for the open space will not be issued. Instead, the Contractor will place the dirt in the open space within the surrounding ridgelines by following the existing slope and as directed by the City Engineer. This only applies if the Contractor elects to move dirt to the open space.

6) Q: Are rocks acceptable in the open space?  
A: Yes, rocks may be buried in the open space as long as they are placed as far away from the street as possible. Rocks shall be buried with a minimum of 4 ft of cover. Surplus rocks 2ft minus in size may be placed at the northerly drainage outlet near Poppy Hills Court.

7) Q: Any rock required at the drainage swale outlets?  
A: Yes, Contractor shall furnish and place 2 ft minus sized rocks at both outlets (north and south) sufficient to cover the entire width of the opening, or as directed by the City Engineer. Rocks 2ft minus sized that are found from excavating Parcel 6 may be used in lieu of import.

8) Q: Please provide the hydroseed/erosion control mix?  
A: The erosion control mix is attached with this addendum.

9) Q: Existing rock at open space, leave them?  
A: Yes, they provide erosion control and have been placed there to slow the water flow to the drainage inlet.

10) Q: Air Monitoring required?  
A: Yes, dust monitors will run continuously during construction operations and will measure dust per the PM 10 BAAQMD standard (particulate matter less than 10 microns in size). Work shall cease if the monitor detects levels greater than this thresh-hold. Reports are due to the City Engineer every thirty days. This work is included in Bid Item 4 and additional compensation is not allowed.

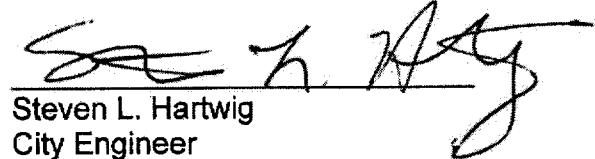
11) Q: Is this a prevailing wage job?  
A: Yes.

12) Q: Will survey data be provided for entry into the excavator GPS system?  
A: Yes, City will provide a data file to the Contractor that is awarded the project.

13)Q: When will the mandatory pre-bid sign in sheet be released?

A: The mandatory pre-bid sign in sheet is included as part of this addendum.

APPROVED:

A handwritten signature in black ink, appearing to read "S. L. Hartwig".

Steven L. Hartwig  
City Engineer

ACKNOWLEDGEMENT:

A handwritten signature in black ink, appearing to read "WatChw".

CONTRACTOR

**Open Space-Erosion Control Standard Mix Designs  
for the City of Fairfield**

**City of Fairfield Type II (Natives)  
Erosion Mix 150Lbs/Acre**

	<b>Germ</b>
Avena sativa	96%
Bromus carinatus	95%
Trifolium incarnatum	91%
Triflilium subterranean	98%
California field flowers	85%
Crop	.01%
Inert	.34%
Weed	.03%
<b>No Noxious Weeds</b>	

## Mandatory Pre-Bid Meeting Sign-In Sheet

**Project:** **Parcel 6/ Nelson Road Corner Earth Moving Project**  
**Date and Time:** March 13, 2013; 10:00 AM – 11:00 AM  
**Location:** 4921 Vanden Rd, Fairfield, CA 94533  
**Project Manager:** Thanh C. Vuong/Sharon Chan  
**Phone:** 707-428-7017/ 707-428-7484

No.	Name	Company	Mailing Address	Phone	Fax	E-mail Address
1	Thanh Vuong	City of Fairfield/ Fairfield, CA 94533 Project Manager	1000 Webster Street Fairfield, CA 94533	707-428-7017	707-428-7607	tvuong@fairfield.ca.gov
2	Sharon Chan	City of Fairfield/ Fairfield, CA 94533 Project Manager	1000 Webster Street Fairfield, CA 94533	707-428-7484	707-428-7607	schan@fairfield.ca.gov
3	Doug Gilman	City of Fairfield/ PW Inspector	1000 Webster Street Fairfield, CA 94533	707-249-1220	707-428-7607	dgilman@fairfield.ca.gov
4	Chuck Lister	Lister Construction	896 Aldridge Road Ste. B Vacaville, CA 95688	707-451-2813	707-450-0291	lindac@listerinc.net
5	Mike Hogan	Civil Engineering Construction, Inc.	PO Box 1669 Loomis, CA 95650	916-652-9884	916-652-9885	mike@civilengineeringconstruction.com
6	Skyonh Sayabath	Western Engineering	3171 Rippey Road Loomis, CA 95650	916-652-3990	916-652-3995	ssayabath@westeng.com
7	Kevin Dern	Ghilotti Brothers	525 Jacoby Street San Rafael, CA 94901	415-760-1198	415-454-8372	kevind@ghillottibros.com

**City of Fairfield**

## Public Works Department

No.	Name	Company	Mailing Address	Phone	Fax	E-mail Address
8	Gary Cogwell	Applied Water Resources	2314 Walsh Avenue Santa Clara, CA 95051	925-426-1112	925-938-1610	jfrench@awrcorp.net
9	Chris Jordan	Gradetech Inc.	PO Box 1728 San Ramon, CA 94583	510-733-0350	510-733-0389	gradetinc@sbcglobal.net
10	Eric Blase	Nichelini General Engineering	3010 Beacon Drive W Sacramento, CA 95691	916-412-5382	916-458-5655	ewblase@gmail.com
11	Juan Trejo	Maggiora & Ghilotti, Inc.	555 Dubois Street San Rafael, CA 94901	415-849-8640		juan@maggiora-ghilotti.com steve@maggiora-ghilotti.com
12	Derrek Stokes	All-American Construction, Inc.	1631 Hunter Way Yuba City, CA 95993	916-870-8312		derrek@all-americanconstructioninc.com
13	Matthew Collins	Independent Construction	3911 Laura Alice Concord, CA 94520	925-686-1780	925-686-1780	dozermatt@indycc.com
14	Monte Molina	Four M Contracting Inc.	338 Cernon Street Vacaville, CA 95688	707-448-4488	707-448-1188	monte_fmc@att.net
15	Sean Pugh	Northwest General Engineering	PO Box 11099 Santa Rosa, CA 95406	707-579-1163	707-579-1162	sean@nweng.com
16	Russ Beldon	Rege Construction	600 Santana Drive Cloverdale, CA 95425	707-894-5143	707-894-5141	russb@regeconstruction.com
17	Dave Bast	De Silva Gates Construction	11555 Dublin Blvd Dublin, CA 94568	925-829-9220	925-803-4260	dbast@desilvagates.com

**City of Fairfield**

## Public Works Department

<b>No.</b>	<b>Name</b>	<b>Company</b>	<b>Mailing Address</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail Address</b>
18	Ryan Collins	Asia Construction	PO Box 758 Rio Vista, CA 94571	707-374-6472	707-374-6888	ryan@astaconstruction.com
19	Kevin Megee	MCI Engineering Inc.	7207 Murray Drive Stockton, CA 95210	209-472-1607	209-472-1859	kevinn@mciengineering.com
20	Zach Neu	Independent Construction	3911 Laura Alice Way Concord, CA 94520	925-686-1780	925-686-1499	zneu@indycc.com
21	John Foster	Mass X Inc.	55 Shaw Avenue Suite 105 Clovis, CA 93612	559-472-3274	559-472-3275	Massx2@hotmail.com
22	Doug McGraw	JA Gonsalves	PO Box 6553 Napa, CA 94581	707-258-6261	707-258-1240	Beverly-jagonsalves@yahoo.com
23	Fred Weber	Weber General Engineering	9110 Winter Road Winters, CA 95694	530-795-1800	530-795-3800	bryan@webergeneng.com
24	Joe Andrew	Solano Construction	69 Commerce Court Vacaville, CA 95687	707-450-0100	707-450-0301	dcpazthaw@comcast.net
25	Tran Thong	Glissman Excavating	PO Box 210 Loomis, CA 95650	916-652-3567	916-652-3567	ecolandconstruction@yahoo.com
26	Paul Guglielmoni	Vaca Valley Excavating	2201 E Monte Vista Vacaville, CA 95688	707-453-1812	707-453-1813	paul@vvexc.com
27	Marcin Biernacki	McGuire and Hester	2700 Rice Avenue Sacramento, CA 95691	916-372-8910	916-372-8916	estimating@mcguireandhester.com

Parcel 6/Nelson Road Corner Earth Moving Project

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**PARCEL 6/NELSON ROAD CORNER EARTH  
MOVING PROJECT**

WHEREAS LISTER CONSTRUCTION, INC.

896 ALDRIDGE ROAD, STE. B, VACAVILLE, CA 95688

*(Name and address of Bidder)*

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

DEVELOPERS SURETY AND INDEMNITY COMPANY

2999 OAK ROAD, STE. 420, WALNUT CREEK, CA 94597

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of \_\_\_\_\_

TEN PERCENT OF AMOUNT BID \_\_\_\_\_

Dollars (\$10% BID AMOUNT \_\_\_\_\_), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Parcel 6/Nelson Road Corner Earth Moving Project

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: MARCH 22, 2013

"Contractor"

LISTER CONSTRUCTION, INC.

Walter C. Lister

By: WALTER C. LISTER CFO  
Title

By:

Title

"Surety"

DEVELOPERS SURETY AND INDEMNITY COMPANY

Clay Thompson

By: CLAY THOMPSON ATTORNEY-IN-FACT  
Title

By:

Title

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

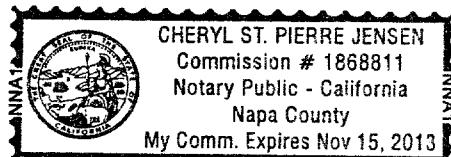
County of NAPA

On MARCH 22, 2013 before me, CHERYL ST. PIERRE JENSEN, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared CLAY THOMPSON

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

#### Description of Attached Document

Title or Type of Document:

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

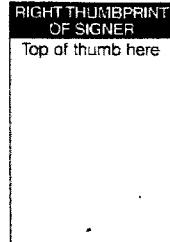
Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

\*\*\*Clay Thompson, Robert E. Chovick, Damon Garrett, Jeffrey D. Erickson, Theresa Studebaker, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By:   
Stephen T. Pate, Senior Vice President

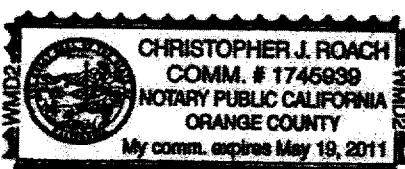
By:   
Charles L. Day, Assistant Secretary

State of California  
County of Orange



On January 1st, 2008 before me, Christopher J. Roach, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day  
Name(s) of Signer(s)

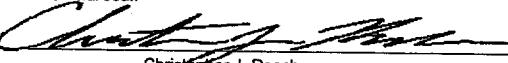


Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

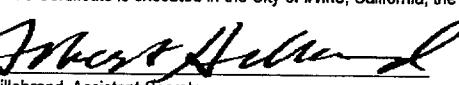
WITNESS my hand and official seal.

Signature   
Christopher J. Roach

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 22 day of MARCH 2013

By:   
Albert Hillebrand, Assistant Secretary

## ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 2<sup>nd</sup> day of April 2013, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and LISTER CONSTRUCTION, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

## I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

# **PARCEL 6/NELSON ROAD CORNER EARTH MOVING PROJECT**

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

a. Plans prepared for same by Robert Karn and Assoc., Inc.  
numbered Sheet 1 of 1 (date 12-12-12)  
and dated 12-12-12

b. Advertisement for Bids.

c. The Accepted Bid, dated March 20, 2013

d. Instructions to Bidders.

e. Specifications consisting of:  
1) Specific Provisions.  
2) Special Provisions.  
3) General Provisions.  
4) City of Fairfield Standard Details and Specifications, 1998 edition.  
5) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated July, 2002.

f. Performance Bond, dated \_\_\_\_\_, 20\_\_\_\_\_.  
g. Labor and Material Bond, dated \_\_\_\_\_, 20\_\_\_\_\_.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

**II. TIME OF COMPLETION**

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within twenty-eight (**28**) working days after the date of Start of Contract Time.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the City Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LD's) an amount equal to One-Thousand Dollars (\$1000) for each calendar day or fraction thereof that expires after the time specified herein for the Contractor to complete the work and the facility or improvements are usable for its intended use. LD's shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LD's shall not cover the cost to of complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who then seek to recover their damages from the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

**III. CONTRACT SUM**

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis,

## Parcel 6/Nelson Road Corner Earth Moving Project

or under the provisions of Section 6 of the General Provisions.

**PARCEL 6/NELSON ROAD CORNER EARTH  
MOVING PROJECT**

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$5,000.00	\$5,000
2	TRAFFIC CONTROL	LS	1	\$2,000.00	\$2,000
3	EROSION CONTROL and SWPPP	LS	1	\$4,000.00	\$4,000
4	IMPLEMENT MITIGATED NEGATIVE DECLARATION E.R. 2010-9	LS	1	\$3,000.00	\$3,000
5	RESIDENT NOTIFICATION AND COMPLAINT RESOLUTION	LS	1	\$3,000.00	\$3,000
6	EARTH REMOVED FROM PARCEL 6	CY	75,000	\$1.44	\$108,000
7	COMPACT, KEY-IN, AND GRADE OPEN SPACE	SF	96,000	\$.12	\$11,520
8	GRADE OPEN SPACE	LS	1	\$1,520	\$1,520
9	CONSTRUCT DRAINAGE CHANNEL	LF	865	\$12.00	\$10,380

Total = \$148,420

**IV. PROHIBITED INTERESTS**

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

**V. WORKERS' COMPENSATION**

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

The parties have executed this Agreement the day and year first above written.

CITY OF FAIRFIELD

By:   
Public Works Director

LISTER CONSTRUCTION, INC.  
CONTRACTOR

By: Walter Kort

CEO  
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

- a. Class: A & B
- b. Number: 630673
- c. Expiration Date: 10-31-13
- FEI Number: 77-0279896

BOND NO: 720496  
PREMIUM: \$3,711.00  
EXECUTED IN DUPLICATE  
Parcel 6/Nelson Road Corner Earth Moving Project

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to \_\_\_\_\_  
LISTER CONSTRUCTION, INC.

896 ALDRIDGE ROAD, SUITE B, VACAVILLE, CA 95688

(*Name and address of Contractor*)  
("Contractor") a contract (the "Contract") for the work described as follows:

### PARCEL 6/NELSON ROAD CORNER EARTH MOVING PROJECT

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

DEVELOPERS SURETY AND INDEMNITY COMPANY

2999 OAK ROAD, SUITE 420, WALNUT CREEK, CA 94597

(*Name and address of Surety*)  
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of \_\_\_\_\_

ONE HUNDRED FORTY EIGHT THOUSAND FOUR HUNDRED TWENTY AND NO/100S -----

Dollars (\$148,420.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: APRIL 4, 2013

"Contractor"

LISTER CONSTRUCTION, INC.

"Surety"

DEVELOPERS SURETY AND INDEMNITY COMPANY

By: WALTER C. LISTER CFO

Title

By: Walter C. Lister

Title

By: THERESA STUDEBAKER ATTORNEY-IN-FACT

Title

By: Theresa Studebaker

Title

(Seal)

(Seal)

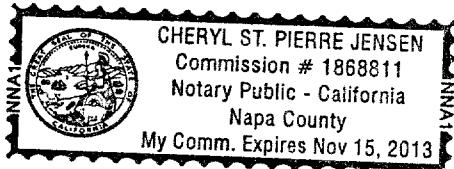
Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of NAPA

On APRIL 4, 2013 before me, CHERYL ST. PIERRE JENSEN, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer  
personally appeared THERESA STUDEBAKER  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMPRINT  
OF SIGNER  
Top of thumb here

BOND NO: 720496  
PREMIUM: INCLUDED IN PERFORMANCE BOND  
EXECUTED IN DUPLICATE  
Parcel 6/Nelson Road Corner Earth Moving Project

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to \_\_\_\_\_

LISTER CONSTRUCTION, INC.

896 ALDRIDGE ROAD, SUITE B, VACAVILLE, CA 95688

*(Name and address of Contractor)*

("Contractor"), a contract (the "Contract") for the work described as follows:

**PEABODY ROAD WATER AND SEWER LINE  
RELOCATION PROJECT**

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

DEVELOPERS SURETY AND INDEMNITY COMPANY

2999 OAK ROAD, SUITE 420, WALNUT CREEK, CA 94597

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of \_\_\_\_\_  
ONE HUNDRED FORTY EIGHT THOUSAND FOUR HUNDRED TWENTY AND NO/100S

Dollars (\$ 148,420.00 ), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: APRIL 4, 2013

"Contractor"

LISTER CONSTRUCTION, INC.

"Surety"

DEVELOPERS SURETY AND INDEMNITY COMPANY

By: WALTER C. LISTER CFO

Title

By: Walter C. Lister  
Title

By: THERESA STUDEBAKER ATTORNEY-IN-FACT

Title

By: Theresa Studebaker  
Title

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of NAPA

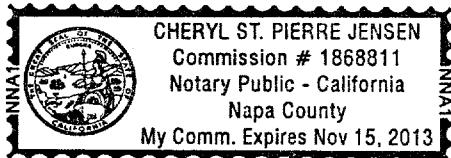
}

On APRIL 4, 2013 before me, CHERYL ST. PIERRE JENSEN, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared THERESA STUDEBAKER

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A handwritten signature of Cheryl St. Pierre Jensen.

Signature of Notary Public

### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

\*\*\*Clay Thompson, Robert E. Chovick, Damon Garrett, Jeffrey D. Erickson, Theresa Studebaker, jointly or severally\*\*\*

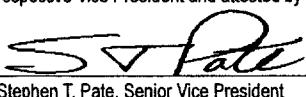
as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

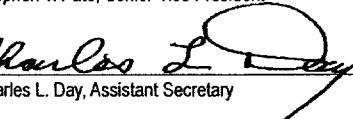
RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By:   
Stephen T. Pate, Senior Vice President

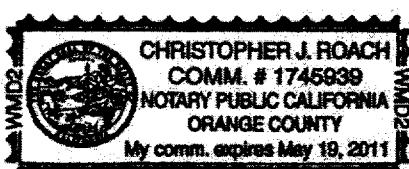


By:   
Charles L. Day, Assistant Secretary

State of California  
County of Orange

On January 1st, 2008 before me, Christopher J. Roach, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

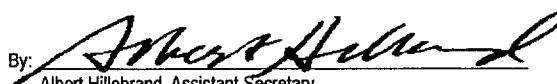
WITNESS my hand and official seal.

Signature   
Christopher J. Roach

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 4 day of APRIL, 2013.

By:   
Albert Hillebrand, Assistant Secretary